

**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

**Package: Critical Control Valves (FDV14)**

**Projects: 2x660 MW TALCHER TPP STAGE-III**

**Note:** - Technical Specification, PQR and BOQ are uploaded against the above GeM Bid Number. Bidders are requested to visit GeM portal for this tender enquiry and go through the tender documents to submit their offer.

The below mentioned terms and conditions shall **supersede** the terms and conditions mentioned elsewhere in tender documents. :-

1	<b>Terms Of Payment</b>		
	<b>a) Payment Schedule</b>	<b>Type of bidder</b>	<b>Payment Terms (Number of days)</b>
		Micro & Small Enterprises (MSEs)	<b>45 days</b>
		Medium Enterprises	<b>60 days</b>
		Non MSME	<b>90 days</b>
	<b>b) Supply (including type test) &amp; Mandatory Spares</b>	<p>Payments shall be made to the Seller as per above schedule after issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in suppression of 10 days' time as provided in clause 12 of GeM GTC).</p> <p>Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.</p> <p>Provision of offline payment in GeM shall be utilized.</p>	
2	<b>Terms of Delivery</b>	<p>Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/E-way Bill if required will be arranged by Supplier. Transit insurance shall be in the scope of supplier as per GeM. However, unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.</p> <p>W.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. &amp; date, Invoice No. &amp; date, Dispatch Origin &amp; destination details etc.) to policy underwriter with a copy to BHEL.</p>	
3	<b>Delivery Schedule</b>	<p>Delivery schedule shall be as per Annexure-1</p>	

**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

4.	<b>Liquidated Damages</b>	<p><b>Main Supply:-</b> Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent, of the total main supply &amp; commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply &amp; Mandatory spares contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.</p> <p><b>NOTE:</b></p> <p>i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.</p> <p>ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.</p> <p>iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.</p> <p><b>Mandatory Spares:</b> LD on mandatory spares portion where delivery for mandatory spares is defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total mandatory spares portion contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.</p>
5.	<b>Guarantee Terms for Main Supply</b>	As per Cl. No. 10 of GTC on GeM for the bid (refer GeM GTC). However, Guarantee & Warranty time period shall be 18 months from the date of last supply in the contract respectively.

**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

	<b>&amp; Mandatory Spares</b>	
6.	<b>Quantity Variation</b>	The purchaser reserves the right to increase the ordered quantity by up to 10% of the contracted quantity at the time of placement of contract and also during the currency of the contract at the contracted rates. Bidders to quote prices accordingly. Decrease in quantity at the time of placement of contract shall be as per GeM.
7.	<b>Any other special major condition</b>	<ol style="list-style-type: none"> <li>1) Bank Guarantee submission shall be as per Annexure-1. Further, extension if any shall be as per GeM Terms.</li> <li>2) Material shall be dispatched only after issuance of MDCC by BHEL.</li> <li>3) Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.</li> </ol>
8.	<p>This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:</p> <ol style="list-style-type: none"> <li>i) Qualification of Technical PQR.</li> <li>ii) Approval of vendor by end customer i.e. NTPC. Vendor is required to submit the Credentials as per Performa for vendor approval.</li> <li>iii) Techno-Commercial evaluation by BHEL.</li> <li>iv) Offered item should mandatorily conform to PP-MII order provisions.</li> </ol>	
9.	<p><b>Bidders to,</b></p> <ul style="list-style-type: none"> <li>• ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 &amp; Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.</li> <li>• to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> <li>• ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> <li>• to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> </ul> <p><b>Note: Subsequent orders/circulars to be checked and to be complied.</b></p>	
10.	<p>Bidders have to note, "For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non-Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT."</p> <p>Following point to be noted regarding verification of local content: -</p>	

**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

	<p>Eligibility of Suppliers: only Class I Local Suppliers (as per para no. 3(a) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT and subsequent amendments).</p> <p>In accordance with para 9 (a) of DPIIT's PP-MII order 2017 revision dated 04/06/2020, Class-I local suppliers" / "Class-II local suppliers" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for the Class-I local supplier" / "Class-II local supplier" as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p><b>Note: Subsequent orders/circulars to be checked and to be complied.</b></p>
11.	Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
12.	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.
13.	Provision of offline payment in GeM can be utilized.
14.	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.
15.	Evaluation shall be done on the basis of total all inclusive, landed price at consignee destination (Refer Cl. No. 6 of GTC on GEM)
16.	<p>Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.</p> <p>When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.</p>

**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

	Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.
17.	In case of Breach of contract, Remedies and Termination shall be as per Annexure-I
18.	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> <li>a) they have controlling partner (s) in common;' or</li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c) they have the same legal representative/agent for purposes of this bid; or</li> <li>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</li> <li>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or</li> <li>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: <ul style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal,'</li> </ul> or <ul style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal,'</li> </ul> or</li> <li>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</li> <li>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</li> </ul>

**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

19.	Bidder has to provide the details as per TECHNICAL PQR in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).
20.	For bidders (who are not registered with BHEL-PEM) - For registration in BHEL PEM- Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.
21.	In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
22.	Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
23.	For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax, Dispatch Clearance.
24.	<p><b>All the dispatches of Talcher code shall have "QR" code fixed, as a mandatory requirement.</b></p> <ol style="list-style-type: none"> <li>1. Vendor is mandatorily required to furnish detailed shipping/ packing list to BHEL in format as per Annexure 2 .</li> <li>2. BHEL shall provide QR codes for each box/bundle/gunny bag/ shipping section etc. There shall be one QR code for one box. Loose items needs to be bundled and one QR code shall be generated for each bundle.</li> <li>3. Vendor is mandatorily required to print the generated QR in half of A4 size printer using a normal printer. One copy of this QR code must be attached to the respective box/bundle /gunny bag/shipping section etc. The other copy of the QR code must be enclosed with the documents sent along with the consignment.</li> <li>4. After reaching at site, QR code shall be scanned at gate and material shall be received by site.</li> <li>5. Further, vendor to ensure that <ol style="list-style-type: none"> <li>a) All the items being dispatched in the consignment/LR are listed in the packing list.</li> <li>b) Proper precautions are taken while affixing to ensure during transit.</li> <li>c) QR code is correctly fixed to all the box/ bundles being dispatched in consignment. Any delay arising thereof due to incorrect tagging/missing tags shall be to vendor's account.</li> <li>d) For loose items, one marker board needs to be sent for each bundle for fixing RFID tag at site.</li> <li>e) Material of unit 1 and unit 2 to be sent in different boxes with clear identification. Common items should have mention of unit 1. Same should be clearly identified in excel format.</li> </ol> </li> </ol> <p><i>BHEL shall provide QR code within 2-3 days of submission of shipping/packing details (as per Annexure-2 ) by vendor. Vendor to plan dispatches accordingly without affecting the delivery schedule. Material shall be dispatched only after issue of "QR" code by BHEL.</i></p>

**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

25.	Bidders to note item code, description, unit, Quantity and foot notes also at BOQ of technical specification as same are applicable for this tender.
26.	<b>Note for Annexure-3, unpriced BOQ</b> 1. Kindly provide freight & GST %age included in FOR prices over GeM. 2. Wherever the quantities have been indicated for each type, size, thickness, material, radius, range etc., these shall cover all the items supplied and installed and the breakup for these shall be furnished in the bid. In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with the approach followed in the above list.
27.	BOQ Related: - Bidders to note that item description at: - (a) Sl. No. 2 of Bid BOQ is "1/4 " SS TUBING (24 METER FOR EACH TAG)" ;(b) Sl. No. 8 of Bid BOQ is "SS 1/2 " NPT(M) X 1/4 " OD TUBE CONNECTOR- FOR EACH TAG".
28.	All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid, Buyer specific ATC and GTC version available on GeM Portal on enquiry date. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict (if any).

**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

*<On Letter head of Company>*

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - DECLARATION REGARDING LAND BORDER**

Reference: GeM Bid No. **GEM/2023/B/4217087 dtd. 16.11.2023**

**Project : 2x660 MW TALCHER TPP STAGE-III**

Name of Package: **Critical Control Valves (FDV14)**

Dear Sir,

This has reference to:-

1. Our Offer for Supply of **Critical Control Valves (FDV14)** for **2x660 MW TALCHER TPP STAGE-III project** against **GEM Tender No. GEM/2023/B/4217087 dtd. 16.11.2023**
2. Order dated 23.07.2020 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s .....**, is not from such a country and is eligible to be considered.

Thanking you,

Yours truly

..... ((highest competent  
authority at your end (i.e. Owner, partner,  
CMD, Director etc.))

..... (firm name)



**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

**Letter head of Company**

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding local content**

Reference:

**GeM Bid No.:** GEM/2023/B/4217087 dtd. 16.11.2023

**Package:** Critical Control Valves (FDV14)

**Projects:** 2x660 MW TALCHER TPP STAGE-III

Dear Sir,

We hereby certify that items offered by ....., **Critical Control Valves (FDV14) for 2x660 MW TALCHER TPP STAGE-III project** meets the requirement of minimum local content of GeM NIT and Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20, 16.09.20 & 16.11.21.

Local content of the items offered is .....

We further confirm that details of location at which the local value addition is made will be our registered works at .....  
..... (complete address of the works)

Yours truly

..... (authorized signatory of company)

..... (firm name)



**GeM Bid No. GEM/2023/B/4217087 dtd. 16.11.2023**

**Letter head of Company**

Ref.....

Date.....

Reference: GeM Bid No. **GEM/2023/B/4217087 dtd. 16.11.2023**

Name of Package: **Critical Control Valves (FDV14)**

We, ..... confirm compliance to all terms and conditions of NIT.

Yours very truly  
.....(authorized signatory of company)  
.....(firm name)  
Company's Seal/stamp